

RETAINER

AGREEMENT, made the 11th day of November, 2015 by and between: Black Realty, Inc. (hereinafter referred to as "Client"); and RICHARD S. FEINSILVER, with offices at One Old Country Road, Carle Place, New York (hereinafter referred to as "Attorney").

1. RETAINER - Client agrees to retain Attorney and Attorney agrees to be retained by Client from this date to and including the conclusion or discontinuance of the below action, unless sooner terminated as provided in this Agreement.

2. NATURE OF SERVICES - The services to be rendered by Attorney under this Agreement shall be all those necessary or proper for the protection of Client's property and interest to the extent required by Client. For the purposes of clarification and without intending to be exclusive, the following is set down to illustrate the nature of legal work to be covered by this Agreement:

All work related to the Chapter 11 case entitled "In re Black Realty, Inc.", including (a) the preparation and filing of Chapter 11 petition, schedules and statements (except as noted below); (b) negotiations with creditors, if any (except as noted below); (c) attendance at all Section 341(a) Meetings with Creditors and U.S. Trustee; (d) Preparation of Plan and Disclosure Statement; (e) attendance at all hearings, including hearings on Status, Disclosure Statement and Confirmation; (f) Review of monthly Financial Statements - status conferences with client (as required); and (g) Post Confirmation Conferences with Trustee (if required).

Attorney may also be called upon by Client to commence, prosecute or defend collateral legal actions or arbitration proceedings or adversarial proceedings within either of the above bankruptcy

actions which may involve additional work by Attorney, involving potential claims by creditors. The aforesaid shall also be considered within the scope of Attorney's services under this Retainer and shall be billed separately, subject to Order of the Court.

In addition, Attorney reserves the sole right to refer selected matters to outside counsel when it is determined, in the opinion of Attorney, that Client's best interest will be protected by representation by outside counsel, subject to Order of the Court.

3. ATTORNEY COMPENSATION - Attorney's compensation shall be an initial, minimum retaining fee of SEVEN THOUSAND FIVE HUNDRED (\$7,500.00) DOLLARS, against \$350.00 per billable hour.

In addition, Client shall reimburse Attorney for any and all reasonable and necessary expenses, including, but not limited to: filing fees, investigative fees, publishing costs or the disbursements, paid or incurred by Attorney on Client's behalf during the term of this Agreement, as approved by Order of the Court during the pendency of the subject case.

Client further understands, acknowledges and agrees that upon the depletion of the retainer paid hereunder, Attorney may make an application to the Bankruptcy Court for the payment of additional fees which may accrue hereunder. If any such application is granted, Client agrees to make prompt payment to Attorney within 10 days of the filing of any such Order.

4. TERMINATION - This Agreement may be terminated by either party earlier than the provision in Article One above, by providing the other party not less than thirty (30) days prior written notice of its intention to do so, or by Order of the Court.

In the event of the early termination of this Agreement, Client agrees to pay Attorney all sums due and owing as of the date of notice of said termination, subject to any conflicting Order of the Court.

5. SURVIVAL - If Client is a corporation, Attorney agrees that the obligations of Client corporation under this Agreement may be assigned to a successor corporation during the term of this Agreement. Client agrees that the successor corporation shall ratify this Agreement. Notwithstanding the above, the managing directors of Client corporation shall be bound, jointly and severally, as individuals, to the duties and obligations of Client under this Agreement.

6. AGREEMENT BY CORPORATION - If Client is a corporation, in consideration of the hereinabove, the Corporation agrees; (a) insofar as it is proper and required, it consents to the Agreement; and (b) a copy of this agreement shall continue in force for so long as the Corporation shall exist. The term corporation shall also include Limited Liability Company or Limited Liability Corporation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of four pages, including this page, as of the date and year first written above.

Black Realty, Inc.

s/Rachel Yetim

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by: Rachel Yetim, President

s/Richard S. Feinsilver

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RICHARD S. FEINSILVER, ESQ.